

INSTRUCTIONS FOR COMPLETING THE USPTO CERTIFICATE ACTION FORM

The completed form should be sent to:

US Patent and Trademark Office
Box EBC
Washington D.C. 20231

Block 1- Requestor Status

The Certificate requester should check the appropriate box indicating his or her status as:

> Registered Patent Attorney or Agent

> Independent Inventor (Pro se Inventor)

Registered Patent Attorneys and Patent Agents should also enter their registration number in the box provided.

Block 2- Name and Address; Telephone; Customer Numbers

Given Name - The first/given name of an individual. (suggested 50 characters maximum)

Middle Name - The middle name or initial of an individual as understood in the United States. (suggested 50 characters maximum)

Family Name - The last/family name of an individual. (suggested 50 characters maximum)

Street Address - The street name, number, and any additional components (directional symbols, etc.) necessary to identify a specific address. (suggested 100 characters maximum)

City - The name of a city associated with the address. (suggested 40 characters maximum)

State Code - The abbreviation for each state of the United States.

Postal Code - In the United States this equates to zip code. (suggested 20 characters maximum)

Country Name - The complete English language name of a nation.

Telephone Number - Please include the country code if outside the United States and area code for domestic US and Canada. (suggested 40 characters maximum)

Facsimile Number - Please include the country code if outside the United States and area code for domestic US and Canada. (suggested 40 characters maximum)

Email Address - An individual's address for electronic communications (e.g., your Internet address). (maximum 129 characters maximum)

Customer Number—Individual's customer should be written in the provided box. Please contact the USPTO to get a Customer Number if you do not have one.

Additional Customer Numbers Attached— Place a check mark in the box provided if there are additional numbers listed

Block 3 - Action

The requester should select a type of request (certificate application, certificate revocation or key recovery) by checking the appropriate box.

Certificate Application- In checking this box you are requesting a digital certificate be issued for your use in doing business with the Patent and Trademark Office (PTO). The certificate enables the PTO to identify your electronic communications and to provide encrypted communication. This selection is appropriate if you have never held a PTO issued digital certificate.

Certificate Revocation- In checking this box you are requesting that the PTO revoke your digital certificate. This will make it unusable for new communication with the PTO.

Typical reasons for requesting revocation are:

- (1) A new certificate has been issued to you
- (2) You no longer wish to have a certificate
- (3) You have changed your legal name
- (4) You have lost control of your certificate such that someone else may use it. This is called key compromise and we request the last date on which you alone controlled the use of the certificate. If you desire a replacement certificate please complete the Key Recovery request section.

Key Recovery- In checking this box you are requesting that the PTO (1) revoke your current certificate and (2) issue you a new certificate with new signature and encryption keys. The process will provide access to any materials encrypted with the encryption key in the revoked certificate.

Typically, key recovery is requested due to forgetting the local password that controls the use of your digital certificate. This local password is chosen by you as part of the enrollment process and never leaves your computer, so the USPTO has no record of it. Key recovery may also be needed if through some computer malfunction your software no longer functions. This may be due to the corruption of the encrypted keys and certificates stored on your computer.

If key recovery is being requested for some other reason, please indicate what happened for example "suspected key compromise, software inoperable, loss of computer, etc."

Block 4

Requester's signature and date.

Block 5

A Notary Public signature, seal and date are needed for requests by Independent (Pro se) Inventors.

If you are:

Attorney or Agent— No Identification needed. Your signature will be checked against Office of Enrollment and Discipline records.

Independent (Pro se) Inventor– You need to present to the notary two forms of acceptable identification and have your signature notarized.

IDENTITY PROOFS for Independent (Pro se) Inventors: To be sure of the identity of the person requesting the PTO Certificate the Notary or PTO Official completing the PTO Certificate Action Form must see two (2) forms of identification at least one of which is a picture ID. Acceptable forms of ID are:

- U.S. Passport
- Naturalization Certificate
- Certificate of Citizenship
- Current, valid driver's license or state identification issued in lieu of a driver's license
- Government ID: city, state or federal
- Military Id: military and dependents
- Work ID: must be currently employed by the company
- Health Insurance card
- Marriage or divorce record
- Military record
- Student ID: must be currently enrolled
- Credit Card or Bank Card
- Merchant Marines card: also known as a "Seamen's" or "Z" card

SOCIAL SECURITY CARDS ARE NOT ACCEPTABLE AS IDENTIFICATION.

If none of these are available or no acceptable picture ID is available, you will need:

A person who can vouch for the certificate applicant. This person must have known the applicant for at least 2 years, and have valid proofs of identity as listed above.

AND

The certificate applicant must have two forms of signature ID from the list above. A current document that has enough information to identify you (e.g., signature, name, address, age, etc.) is generally acceptable. We cannot accept a birth certificate, Social Security Card or Card Stub.

United States Patent and Trademark Office

Public Key Infrastructure

Subscriber Agreement (version 1 December 1999)

In the instance where an individual patent practitioner or independent inventor is requesting a certificate:

I request the United States Patent and Trademark Office (PTO) issue me a set of public key certificates (a digital signing certificate and a confidentiality certificate)¹ in accordance with conditions stated herein. I have read and signed the Certificate Action Form [PTO Form-2042] requesting issuance of public key certificates to me for doing business with the PTO.

I agree that my use and reliance on the PTO public key certificates is subject to the terms and conditions set out below. By signing the Certificate Action Form [PTO Form-2042] I agree to the terms of this Subscriber Agreement and to the rules and policies of the PTO.

1. Identification Information

- a) I agree that the information I submit, as corrected or updated by me periodically, is true and complete.
- b) If any of the information contained in the Certificate Action Form [PTO Form-2042] changes, I agree to update my information within 10 working days via written communication sent to Box EBC, US Patent and Trademark Office, Washington DC 20231. This includes loss of right to access a given customer number.

2. Protection of Keys

The PTO will not have a copy of my private key corresponding to the public key contained in the digital signing certificate. I understand that the password I establish in my client software is my responsibility and that the password is unknown to the PTO. Further, there is no mechanism for the PTO to find the password. In the event of a lost password, as in the event of my loss of my private keys, the PTO can, at my request, recover only the private key corresponding to the public key contained in the confidentiality certificate and authorize the generation of a new digital signing public/private key pair.

- a) I agree to keep all password and private key(s) confidential, and to take all reasonable measures to prevent the loss, unauthorised disclosure, modification or use of any password(s), and private key(s). I agree that I will be responsible for these items and that no unauthorised person will have access to them.
- b) I agree and acknowledge that, when the PTO issues me the information permitting me to generate a certificate, the PTO will keep a copy of my private key corresponding to the public key of my confidentiality certificate, and the PTO will not disclose this key except with my consent, or where required by law
- c) I agree to promptly notify the PTO if my password(s) or private key(s) are lost, compromised or rendered insecure, or if the information contained in my certificate request, including address, e-mail address, or telephone number, has changed, or becomes otherwise incorrect or incomplete.

¹ Each public key certificate includes the public key of a public/private key pair. The digital signing key pair is generated by the subscriber's personal computer via software provided by the PTO and the public key becomes part of the digital signing certificate. Only the subscriber holds the private key corresponding to the public key contained in the digital signing certificate. Both the public and private keys of the confidentiality certificate will be generated by the PTO Certificate Authority and sent via a secure channel to the subscriber. The PTO Certificate Authority will hold a copy of the subscriber's private key corresponding to the public key contained in the confidentiality certificate in order to provide key recovery capability.

3. Acceptable Use or Reliance

I will use my PTO certificates only for electronic communication with the PTO (e.g., PAIR status inquiry, electronic filing, etc.). I will use or rely on PTO certificates only for securing communication with the PTO, and will not encourage or permit anyone other than the PTO to rely on them.

I may designate an employee who will only use my PTO certificates for accessing the PAIR system at my direction. They will use or rely on granted PTO certificates only for communication with the PTO to access the PAIR system, and will not encourage or permit anyone other than the PTO to rely on them. I understand that I am responsible for the employees' use of the PTO certificates. As a patent practitioner, I understand that the granted PTO certificates and their use does not condition the strictures against the unauthorized practice of law.

I understand that my PTO certificate will be used to access records and systems on a U.S. Government computer system and unauthorized use or use beyond the purpose authorized may subject me to criminal penalties under the Computer Fraud and Abuse Act. 18 U.S.C. § 1030(c).

4. Revocation of Certificates

a) The PTO may revoke my certificate(s) at any time without notice if:

- i. any of the information I supply in my certificate(s) request changes;
- ii. the PTO knows or suspects that my private key(s) has/have been compromised
- iii. the private key(s) of the issuing PTO Certificate Authority has/have been compromised;
- iv. the signing certificate of the issuing PTO Certificate Authority is revoked;
- v. I fail to comply with my obligations under this Agreement; or
- vi. for any other reason the PTO deems necessary.

The PTO will promptly notify me of the revocation. Such revocation does not affect the authenticity of a transmission made or a message I digitally signed before certificate revocation.

b.) I may surrender my certificate(s) at anytime by written submission to the PTO at:

Certificate Services Request
US Patent and Trademark Office
Box EBC
Washington DC 20231

5. Privacy

I have read the Privacy Act Notice on the accompanying Certificate Action Form [PTO Form-2042].

6. Software use

I agree to honor any copyright, patent and licensing agreements with respect to any software provided to me by the PTO, and will not tamper with, alter, destroy, modify, reverse engineer, or decompile such software in any way. I agree not to use the software for any purpose other than communication with the PTO.

7. Software Export Restrictions

Cryptographic Software Notice and Acknowledgment

Notice:

The PTO Direct software includes cryptographic software subject to export controls under the Export Administration Regulations and anyone receiving the software by download or otherwise may not export the software without a license.

Acknowledgment:

I understand that the cryptographic software I receive or download is subject to export controls under the Export Administration Regulations and that I may not export the software without a license.

References to the Export Administration Regulations are references to 15 CFR chapter VII, subchapter C. They are issued by the United States Department of Commerce, Bureau of Export Administration (BXA) under laws relating to the control of certain exports, reexports, and activities.

By downloading, installing or using the PTO supplied Software I am representing and warranting that I am not located in, under the control of, or a national or resident of any country to which the export of the Software or related information would be prohibited by the laws of the United States. At this time these countries include Afghanistan, Cuba, India, Iran, Iraq, Libya, Montenegro, North Korea, Pakistan, Serbia, Sudan and Syria.

In addition, should I be outside the United States, I am responsible for complying with any local laws in my jurisdiction which may impact my right to export, import or use the Software or related information. I am responsible for procuring all required permission or licenses for any subsequent export, import or use of the Software or related information.

8. Availability

I understand that the PTO does not warrant or represent 100% availability of the PTO Public Key Infrastructure services due to system maintenance, repair, or events outside the control of the PTO. Information regarding scheduled downtime, if known, will appear on the PTO Electronic Business Center web site. Loss of service does not alleviate the subscriber from any time limits imposed by PTO rules.

9. Term of Agreement

This Agreement constitutes a 2 year renewable contract, which may be (i) terminated by me at anytime with proper notice or (ii) terminated by the PTO at anytime without notice.

10. General

I understand and agree that if any provision of this Agreement is declared by a court to be invalid, illegal, or unenforceable, all other provisions shall remain in full force and effect.

The PTO reserves the right to refuse to issue certificates. The PTO reserves the right to cancel this program at any time.

11. Requests

Requests for issuance of certificates, revocation of certificates or key recovery shall be sent to the PTO Registration Authority at:

Certificate Services Request
US Patent and Trademark Office
Box EBC
Washington DC 20231

12. Dispute Resolution and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States of America.

Paperwork Reduction Act Statement:

This collection of information is required under 35 USC 1 and 6. This information is provided by the public as part of the request for or revocation of a Patent and Trademark Office (PTO) public key certificate or to request recovery of your private encryption key. The PTO will use this information in the process of issuing or revoking a public key certificate, or recovering an encryption key. The information on this form will be treated confidentially to the extent allowed under the Government Paperwork Elimination Act, Freedom of Information Act (FOIA) and the Privacy Act. In order to access information that is released through encrypted communication, you must supply the requested information in order for the PTO to issue the necessary digital identity and encryption services.

This form is estimated to take 15 minutes to complete, including gathering, preparing, and submitting the information on the form to the PTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, D.C., 20231. DO NOT SEND THE COMPLETED FORM TO THIS ADDRESS. SEND THE COMPLETED FORM TO: U.S. PATENT AND TRADEMARK OFFICE, BOX EBC, WASHINGTON, D.C. 20231.

Privacy Act Statement:

This information is collected under the authority of 35 USC 1 and 6. This information is also being collected in conjunction with the provisions of the Government Paperwork Elimination Act. This information will only be used by the Patent and Trademark Office (PTO) staff to issue and revoke digital certificates and to recover keys. It is requested that you supply this information so that the PTO can authorize the creation of a digital certificate. This digital certificate enables the PTO to issue the cryptographic "keys" necessary to provide you with a digital identity and to support encrypted communication between you and the PTO. This information will be used to construct a unique name (distinguished name) and to communicate with you about the certificate grant and software distribution process. Furnishing the information on this form is voluntary, but failure to do so may result in disapproval of this request.

The information provided by you in this form will be subject to the following routine uses:

1. This information may be disclosed to Federal, state, local, or foreign agencies responsible for investigating, prosecuting, enforcing, or implementing laws, contracts, rules, or regulations, if these records indicate a violation or a potential violation of a law or contract. These violations or potential violations can be civil, criminal, or regulatory in nature and can arise from general or particular program statutes or contracts, rules, regulations, or from the necessity of protecting an interest of the Department.
2. A record from this system of records may be disclosed to a Federal, state or local agency maintaining civil, criminal or other relevant enforcement information or other pertinent information, such as current licenses, if necessary to obtain information relevant to a Department decision concerning the assignment, hiring or retention of an individual, the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant or other benefit.
3. A record from this system of records may be disclosed in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
4. A record in this system of records may be disclosed to a member of Congress or to a congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
5. A record in this system of records may be disclosed to the Office of Management and Budget in connection with the review of private relief legislation (as set forth in OMB Circular No. A-19) at any stage of the legislative coordination and clearance process as described in the Circular.
6. A record in this system of records may be disclosed to the Department of Justice to determine whether disclosure is required by the Freedom of Information Act (FOIA).
7. The information may be disclosed to the agency contractors, grantees, experts, consultants, or volunteers who have been engaged by the agency to assist in the performance of a service related to this system of records and who have need to have access to the records in order to perform the activity. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 USC 552a(m).
8. The information may be disclosed to the Office of Personnel Management (OPM) for personnel research purposes as a data source for management information, for the production of summary descriptive statistics and analytical studies in support of the function for which the records are collected and maintained, or for related man-power studies.

9. Records from this system of records may be disclosed to the National Archives and Records Administration or to the General Services Administration for records management inspections conducted under 44 USC §§ 2904 and 2906.
10. When a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether it is civil, criminal, or regulatory in nature, and whether it arises from a general or particular program statute, a regulation, rule, or order, the record may be disclosed to the appropriate Federal, foreign, state, local or tribal agency, or to other public authorities responsible for enforcing, investigating, or prosecuting violations, or to those agencies charged with enforcing or implementing statutes, rules, regulations, or orders, if it is determined that the information is relevant to any enforcement, regulatory, investigative, or prosecutory responsibility of the receiving entity.